

**VOLUNTARY CLEANUP CONTRACT
10-5921-NRP**

**IN THE MATTER OF
642 Meeting Street, Charleston County
and
The City of Charleston and The Meeting Street Academy**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and co-applicants known as The City of Charleston and The Meeting Street Academy, with respect to the Property located at 642 Meeting Street, Charleston, South Carolina. The Property includes approximately 2.4 acres identified by Tax Map Serial Number 461-13-03-005. In entering this Contract, the Department relies on the representations of the "Non Responsible Party Application for Voluntary Cleanup Contract" of October 13, 2010 by The City of Charleston and The Meeting Street Academy, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 through 760, as amended; the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq., and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 through 760, as amended, and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq., the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq., or the Comprehensive Environmental Response, Compensation and Liability Act

(CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "The City and MSA" mean The City of Charleston and Meeting Street Academy, respectively.
- B. "Beneficiaries" means The City and MSA's Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of any pollutant or contaminant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" means any contamination including any pollutant or contaminant, hazardous substance, petroleum or petroleum product, present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of The City and MSA. The Property is bounded generally by Cool Blow Street to the south, Conroy Street to the north, Meeting Street to the west, and N. Nassau Street to the east.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause contamination upon release to the environment.
- I. "Waste Materials" means any contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by the Department, the following are asserted for this Contract:

- A. Owners and Operators: The historical owners and operators of the Property are as follows:

SCE&G

1946 - Present

f/k/a South Carolina Power Company

f/k/a Charleston City Railway (this is a private corporation; not associated with the City of Charleston)

f/k/a Charleston Consolidated Railway Gas and Electric Company

- B. Property and Surrounding Areas: SCE&G historically used this Property as a power generation facility, which included the onsite storage of coal, electrical equipment possibly containing Poly Chlorinated Biphenyls (PCBs), creosote power poles and other possible chemicals of concern.

- C. Investigations / Reports; Legal Issues: In 1987, SCE&G conducted grid sampling of

the Property for the potential presence PCB-impacted soils. Contamination was identified in Area 3 located in the central portion of the Property. In 1988, SCE&G removed approximately 32 cubic yards of PCB-impacted soil from Area 3. In 1989, as a result of Hurricane Hugo damaged electrical equipment was tested and staged on the Property until insurance claims were resolved. In 1991, wipe samples were collected to ensure oils containing PCBs were not released during the staging operations. The wipe tests confirmed that the oils were not released to the environment. In 1992, an area approximately 100 feet by 45 feet was excavated due to elevated levels of total petroleum hydrocarbons (TPH).

SCE&G is currently addressing existing contamination on the Property under Responsible Party Voluntary Cleanup Contract 10-5921-RP. It is anticipated that SCE&G will render the Property safe for its intended reuse. As part of that Contract, SCE&G has submitted to the Department and obtained approval for a Soil Management Plan, which includes a soil cap for the Property.

In May 2009, S&ME was contracted to perform a Limited Environmental Assessment of Soil (LEAS). The scope of work for the LEAS included the collection of twelve discrete surface soil samples at locations based upon the proposed development plan presented by MSA. The discrete soil samples were then composited into three samples for laboratory analysis. The three composite samples were designed to represent the three major areas of the proposed development – the park/playfield, the playground, and the school. The three composite surface soil samples were analyzed for Semi-Volatile Organic Compounds (EPA Method 8270C), Poly-Chlorinated Biphenyls (EPA Method 8082A) and the Resource Conservation and Recovery Act Metals (EPA Methods 6010/7471).

The scope of work for the LEAS also included the collection of subsurface soil samples; however, obstructions were encountered prohibiting the collection of

samples at depths greater than two feet with a hand auger. Consequently, an excavator was used to construct four test pits to a depth of six feet. Two test pits were located in the park/playfield, one was located in the area of the proposed playground, and the last was located within the proposed building footprint. One discrete sample was collected for laboratory analysis from each test pit. The samples were analyzed for the same parameters as the surface soil samples with the addition of VOCs using EPA Method 8260B.

The analysis of the composite surface soil samples did not detect SVOCs or PCBs above the method reporting limits. Arsenic was detected at concentrations ranging from 2.8 to 5.05 parts per million (ppm). Lead was detected in each sample in excess of its corresponding soil screening level for leachability to groundwater based upon the maximum contaminant level (SSL-MCL). Mercury was detected in slight excess of the soil screening level for leachability to groundwater based upon the tap water regional screening level (SSL-TAP); however, these concentrations did not exceed the SSL-MCL.

The analysis of the discrete subsurface soil samples detected the following:

Metals: Arsenic was detected at concentrations ranging from 5.56 to 12.3 ppm. Barium was detected at concentrations exceeding the SSL-MCL. Cadmium and Selenium were detected in one sample at a concentration exceeding the SSL-MCL and SSL-TAP. Mercury was detected in two samples at concentrations exceeding the SSL-MCL and SSL-TAP.

PCBs: Aroclor-1242 was detected in one sample in excess of residential and industrial regional screening levels as well as the SSL-TAP. Aroclor-1254 was detected in one sample at a concentration slightly exceeding the SSL-TAP.

VOCs: 1,2,4-trimethylbenzene and naphthalene were each detected in two samples at concentrations exceeding the SSL-TAP. 1,3,5-trimethylbenzene was

detected in one sample at a concentration slightly exceeding the SSL-TAP. Benzene was detected in each sample at a concentration exceeding the SSL-MCL and SSL-TAP.

SVOCs: 2,6-dinitrotoluene was detected in one sample at a concentration exceeding the SSL-TAP. Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, and indeno(1,2,3-cd)pyrene were each detected in two samples (SB-3 and SB-13) at concentrations exceeding the residential regional screening value and SSL-TAP. Additionally, benzo(a)pyrene was detected in those two samples in excess of the industrial regional screening value and SSA-MCL. Benzo(k)fluoranthene was detected in one sample in excess of the SSL-TAP.

D. Party Identification: The City is a political subdivision of the State of South Carolina with its principal place of business located at 823 Meeting Street, Charleston, South Carolina, 29403. MSA is a South Carolina eleemosynary corporation with its principal place of business located at 200 Meeting Street, Suite 206, Charleston, South Carolina, 29440. The City and MSA affirm that they have the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: The City will acquire the Property and intends to sublease the Property to MSA, which will construct the new Meeting Street Academy School. The City plans to transition from a leasehold arrangement with SCE&G to acquisition of fee simple title within the next five years.

The school will provide the community a college preparatory school including a kindergarten through eighth grade classes, a gymnasium, playground and playing fields.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. The City and MSA certify that they are Non-Responsible Parties at the Site and are

eligible to be a Bona Fide Prospective Purchasers for the Property.

RESPONSE ACTION

4. The City and MSA agree to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by The City and MSA, or their designee, within thirty days of the execution date of this Contract, or later date if approved by the Department's project manager, setting forth methods and schedules for response actions detailed herein. The City and MSA acknowledge that the response actions may find distributions of existing contamination requiring additional assessment or corrective actions on the Property that cannot be anticipated with this Contract. The City and MSA agree to perform the additional response actions consistent with the intended uses of the Property under the purview of this Contract; however, The City and MSA may seek an amendment of this Contract to clarify their further responsibilities. The City and MSA shall perform all response actions required by this Contract, and any related actions of The City and MSA's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes and permitting requirements (e.g., stormwater management and waste disposal regulations). The City and MSA shall identify and obtain the applicable permits before beginning any action.
- 2). The Work Plan and all associated reports shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 3). The Work Plan(s) shall provide sufficient information about the proposed sampling points, collection methods, analytical methods, and other pertinent details of the response actions.
 - a). Sample collection methodologies shall be consistent with the US EPA

Region IV Field Branches Quality System and Technical Procedures.

- b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards and Regulations-R.61-71. The Work Plan shall provide sufficient detail to support issuance of the well approvals.
 - c). The laboratory analyses shall be as required in the media-specific subparagraphs below, but may include: 1) the full EPA-TAL (Target Analyte List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL without Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics); 5) VOCs (EPA-TCL Volatile Organic Compounds); or, 6) Pesticides (the EPA-TCL Pesticides).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.
- 4). The Work Plan shall consist of implementation of the approved Soil Management Plan submitted by SCE&G in connection with 10-5921-RP, as well as a proposal to monitor water quality pursuant to this Contract. The Work Plan shall include the names, addresses, and telephone numbers of The City and MSA's consulting firm(s), analytical laboratories, and The City and MSA's contact person for matters relating to this Contract.
- a). The analytical laboratory shall possess applicable Certifications, as per South Carolina R.61-81, for the test methods to be used during this assessment.
 - b). The City and MSA shall notify the Department in writing of changes in the contractor or laboratory.
- 5). The Department will notify The City and MSA in writing of approvals or

deficiencies in the Work Plan.

- 6). The City and MSA, or their designee, shall respond in writing within thirty days to the Department's comments with regards to deficiencies.
- 7). The City and MSA shall implement the Work Plan upon written approval from the Department.
- 8). The City and MSA shall inform the Department at least five (5) working days in advance of all field activities, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 9). The City and MSA shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the site; 2) lead to the discovery of other areas of contamination; or 3) contain environmental information. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. The City and MSA shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Assess Waste Materials and Segregated Sources:

- 1). The City and MSA shall assess Waste Materials and Segregated Sources upon their discovery on the Property at any time during assessment, corrective action, or development activities.
- 2). The City and MSA's assessment shall include characterization of the contaminant concentrations, and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable.
- 3). The City and MSA shall expeditiously stabilize or remove from the Property any Segregated Source that has not yet released all contents to the environment upon discovery.
- 4). The City and MSA shall notify the Department if a release of contamination occurs as a result of their assessment, stabilization or removal actions. The

City and MSA shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

C. Conduct a well survey:

- 1). The City and MSA shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). The City and MSA shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to The City and MSA, of the well owner or occupant of the residence served by the well.

D. Implement SCE&G Soil Management Plan:

- 1). The City and MSA shall implement the approved Soil Management Plan submitted by SCE&G in connection with 10-5921-RP, including installation of a soil cap and a demarcation barrier separating the cap and native soils.

E. Assess groundwater quality:

- 1). The City and MSA shall determine groundwater quality and the groundwater flow direction. Assessment shall include samples from a minimum of 3 temporary monitoring wells equipped with pre-packed screens to minimize turbidity. The wells shall consist of a well screened to bracket the water table. Specific locations shall be as follows:
 - a). a location representative of potential contamination migrating onto the Property
 - b). a location representative of potential contamination migrating from the Property
 - c). a third location sufficient to establish groundwater flow direction

- 2). Samples from two of the monitoring wells shall be analyzed for TAL- Metals, VOCs and SVOCs. The third monitoring well shall be analyzed for full TAL/TCL.
- 3). Groundwater quality results shall be compared to standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, and to the Regional Screening Tables values for "Tapwater", if not specified in R.61-58.

F. Evaluate and control potential impacts to indoor air:

- 1). The City and MSA shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative groundwater quality results reflective of the Property. The model will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.
- 2). The City and MSA's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the site over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow The City and MSA to implement Vapor Intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). The City and MSA shall submit an addendum to the Work Plan detailing the

steps for further study and/or remedial or other control management measures to be implemented if the predicted and/or measured indoor air concentration exceeds a 10^{-6} risk calculated residential exposure. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

G. Institute reasonable contamination control measures:

- 1). The City and MSA shall take reasonable measures to limit or prevent human exposure to existing contamination on the Property:
 - a). Measures shall be required for Waste Materials and contaminated media with concentrations in excess of appropriate human-health and ecological risk-based exposure standards via plausibly complete routes of exposure. The measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the contamination.
 - i. The measures shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - ii. The City and MSA shall provide appropriate documentation to demonstrate satisfactory completion of the control measures for Department review and approval prior to obtaining a Certificate of Completion.
- 2). The City and MSA shall remove from the Property any Segregated Sources of contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). The City and MSA shall document the characterization and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

H. Monitor and/or abandon the monitoring wells:

- 1). The City and MSA shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). The City and MSA shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

I. Complete required activities in the event of a Responsible Party default:

- 1). Ongoing Responsible Party activities under VCC 10-5921-RP may substantially satisfy the requirements in sub-paragraphs 4.B, 4.C, and 4.F through 4.H above. Therefore, it is agreed that response action completed by the Responsible Party that meet the conditions of this Contract shall be deemed to satisfy the requirements on The City and MSA. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response action towards completing the activities required by this Contract.
- 2). The Department will provide written notification to The City and MSA if more than 180 consecutive days elapse without substantial progress, or the Department otherwise determines the Responsible Party activities are inadequate.
- 3). The City and MSA shall respond in writing within thirty days to the Department's notification with a workplan for completing the unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. The City and MSA shall prepare and submit under separate cover from the Work Plan,

10-5921-NRP

The City of Charleston and Meeting Street Academy, File # 57879

Page 13 of 28

a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The City and MSA agree that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by The City and MSA.

PUBLIC PARTICIPATION

6. The City and MSA and the Department will encourage public participation to implement this Contract as follows:

A. The Department will seek public comment and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. statutes upon signature of this Contract by The City and MSA.

B. The City and MSA shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected within one day of the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign will state "Voluntary Cleanup Project by The City of Charleston and Meeting Street Academy under Voluntary Cleanup Contract 10-5921-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of The City and MSA. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.

3). The City and MSA shall submit photographs of the sign and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the

Department within 10 days of erecting the sign.

- 4). The City and MSA agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). The City and MSA shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, The City and MSA shall restore the sign within two days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. The City and MSA shall submit periodic written updates to the Department's project manager until such time as all activities are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on site-specific conditions.

SCHEDULE

8. The City and MSA shall perform all activities and response actions pursuant to this

Contract in an expeditious manner. In the event that circumstances dictate a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. The City and MSA shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. The City and MSA or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Covenant) for the Property if contamination exceeds residential standards after completing the response actions pursuant to this Contract. The recorded Covenant shall be incorporated into this contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Covenant prior to providing it to The City and MSA. An authorized representative of The City and MSA or their Beneficiaries shall sign the Covenant within ten days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. The City and MSA or their Beneficiaries shall file the executed Covenant with the Registrar of Deeds for the county where the Property is located.

C. The City and MSA or their Beneficiaries shall provide a copy of the recorded Covenant to the Department within sixty days of the Department's execution. The copy shall show the date and Book and Page number where the Covenant has been recorded.

D. In the event that contamination exceeds residential standards on a portion of the Property, The City and MSA or their Beneficiaries may create a new parcel that will be subject to the Covenant.

- E. The Covenant shall be recorded on the master deed of any residential development planned for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Covenant.
- F. The Covenant shall reserve a right of entry and inspection for The City and MSA or their Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). The City and MSA or their Beneficiaries shall ensure that the restrictions established by the Covenant remain on any subdivided property.
 - 2). The City and MSA or their Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Covenant regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The City and MSA or their Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Covenant to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- H. The Department may amend the Covenant in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Site change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Covenant shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All correspondence required to be given by either party to the other shall be in writing.

Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of correspondence shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail; 2) Certified or Registered Mail; 3) Commercial delivery service company; or, 4) hand delivery to the other party.

A. All correspondence to the Department including two hardcopies of all Work Plans and reports, and one hardcopy of the Health and Safety Plan should be submitted to:

Jerry Stamps

Bureau of Land and Waste Management

2600 Bull Street

Columbia, South Carolina 29201

B. The City and MSA's designated contact person as of the effective date of this contract shall be:

The City:

Colleen Carducci
PO Box 304
Charleston, South Carolina 29402

And for MSA:

Ed Navarro
200 Meeting Street
Charleston, South Carolina 29440

FINANCIAL REIMBURSEMENT

11. The City and MSA or their Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. statutes. The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereof, and may include costs incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to The City and MSA on a quarterly basis. In recognition of The City and MSA's non-profit status, the Department may waive reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to The City and MSA; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty days of the Department's invoice submitted to:

The City:

Colleen Carducci
PO Box 304
Charleston, South Carolina 29402

And for MSA:

Ed Navarro

200 Meeting Street

Charleston, South Carolina 29440

ACCESS TO THE PROPERTY

12. The City and MSA agree the Department has an irrevocable right of access to the Property after The City and MSA acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion will be issued on the Property as follows:

A. The City and MSA shall request a Certificate of Completion after the response actions are completed and any required Covenants are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

B. The Department will issue the Certificate of Completion with its covenant not to sue upon determining that The City and MSA has successfully and completely complied with the Contract.

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions are complete but all activities on the Property cannot be completed due to site-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that The City and MSA or their Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if The City and MSA or their Beneficiaries do not satisfactorily complete the requirements of the Contract.

ECONOMIC BENEFITS REPORTING

14. The City and MSA or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two years after the execution date of this Contract, and annually until two years after redevelopment of the Property is complete. The City and MSA shall summarize the new operations at the Property, the number of jobs created, the amount of increase to the tax base, and the total amount invested in the site for property acquisition and capital improvements.

TRANSFER OF CONTRACT OBLIGATIONS AND PROTECTIONS

15. The terms and conditions of this Contract apply to and inure to the benefit of the Department, The City and MSA, and their Beneficiaries. The following stipulations apply to ensure the transition of all responsibilities and benefits to successive Beneficiaries for any portion of the Property:

- A. The City and MSA or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. The City and MSA and their Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.

C. If the Certificate of Completion has not been issued, The City and MSA or their Beneficiaries shall seek approval from the Department prior to transferring the protections and obligations of this Contract to a new individual or entity. The protections shall not inure to an individual or entity without the Department's approval. The Department shall not unreasonably withhold its approval upon receipt of documentation from the new individual or entity showing it:

- 1). Is eligible to be a Bona Fide Prospective Purchaser for the Property;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Covenant or other ongoing obligation pursuant to this Contract, The City and MSA or their Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract, and that it will assume the protections and ongoing obligations of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential use provided the Covenant is recorded on the master deed for the residential development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Covenant or other continued obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. The City and MSA, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may terminate this Contract only for cause and shall provide opportunity for The City and MSA or their Beneficiaries to correct causes of termination, which may include, but are not limited to, the following:

- 1). Failure to complete the terms of this Contract;
- 2). Change in The City and MSA's or their Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of The City and MSA or their Beneficiaries to implement appropriate response actions for additional contamination or releases caused by The City and MSA or their Beneficiaries, or
- 5). Providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by The City and MSA or their Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this contract; or,
- 7). Failure by The City and MSA or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of The City and MSA's or their Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should The City and MSA or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards created by The City and MSA or their Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment that did not exist before the response actions identified in this Contract.
- C. Termination of this Contract by any party does not end the obligations of The City and MSA or their Beneficiaries to pay costs incurred by the Department pursuant to this Contract prior to the date that any such termination takes effect. Payment for such costs shall become immediately due.
- D. The protections provided to The City and MSA or their Beneficiaries shall be null and void as to any party who willfully or intentionally participated in actions giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party who did not willfully or intentionally participate in the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. The City and MSA and their Beneficiaries are entitled to the protections and benefits provided by S.C. statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from CERCLA contribution claims.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department:

- 1). The Department's covenant not to sue The City and MSA and their Beneficiaries for Existing Contamination except for releases and consequences caused by The City and MSA or their Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in S.C. statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any contamination, releases, and consequences caused by The City and MSA and their Beneficiaries. The Department retains all rights under State and Federal laws to compel The City and MSA and their Beneficiaries to perform or pay for response activity for contamination, releases and consequences created by The City and MSA or their Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than The City and MSA and their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than The City and MSA and their Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY THE CITY and MSA

19. The City and MSA retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. The City and MSA and their Beneficiaries specifically deny responsibility for

response costs or damages resulting from Existing Contamination except for contamination, releases, and consequences they cause or contribute to the Site. However, The City and MSA and their Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. The City and MSA and their Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered contamination is not attributable to The City and MSA or their Beneficiaries. The City and MSA and their Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered contamination. For purposes of this clause, newly discovered contamination means finding types of contamination not previously identified at the Site or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY THE CITY and MSA AND THEIR BENEFICIARIES

21. In consideration of the protections from the Department, The City and MSA and their Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions, or the Department's willful violation of the terms of this agreement.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL

BY:

DATE:

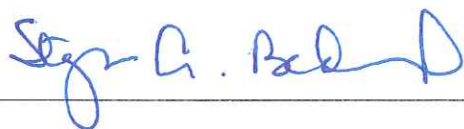
Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE:

Reviewed by Office of General Counsel

The City of Charleston

BY:



DATE:

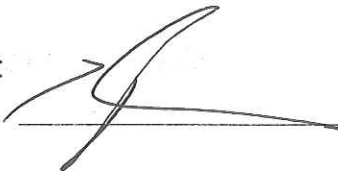
1/4/10

Stephen A. Bedard
Chief of Financial Officer
City of Charleston

Printed Name and Title

Meeting Street Academy

BY:



DATE:

1/3/11

Edmund F Navarro Director
Printed Name and Title

APPENDIX A

OCT 13 2010

SITE ASSESSMENT,
REMEDIATION &
REVITALIZATION



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☒ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☒ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Meeting Street Academy

4. Contract Signatures for this Applicant

a. Authorized Signatory

Ed Navarro President enavarro@grovepropertyfund.com

Name Title Email

200 Meeting Street Suite 206 860-558-3705

Address Phone1 Phone2

Charleston SC 29440

City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

200 Meeting Street Suite 206

Street address Suite Number

Charleston SC 29440

City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Ed Navarro Officer

Contact person (if different from Authorized Signatory) Title

200 Meeting Street Suite 206 860-558-3705

Street Number or PO Box Phone1 Phone 2

Charleston SC 29440 enavarro@grovepropertyfund.com

City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Ben Navarro	
Ed Navarro	
Sue Clark	
Gabriella Moreira	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☒ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity
3. Applicant's Legal Name The City of Charleston, a South Carolina municipal corporation

4. Contract Signatures for this Applicant

a. Authorized Signatory

Joseph P. Riley, Jr. Mayor rileyj@ci.charleston.sc.us Email

Name PO Box 652 Title 843-577-6970

Address Charleston Phone1 SC Phone2 29402

City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

823 Meeting Street Suite Number

Street address Charleston SC 29403

City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Colleen Carducci Director, Real Estate Management

Contact person (if different from Authorized Signatory) Title

PO Box 304 843-124-1154

Street Number or PO Box Phone1 29402 Phone 2 carduccic@ci.charleston.sc.us

City State Zip Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in _____ (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

- d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 642 Meeting Street

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of City of Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

SCE&G 642 Meeting Street property

11. Total Size of Property Covered by this Contract 2.439 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description) Vacant Commercial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information <i>Complete the information below for each Parcel (attach additional sheets if needed)</i>			
<p>a. Tax Map Parcel# <u>461-13-03-005</u></p> <p>b. Acreage <u>2.439</u></p> <p>c. Current Owner <u>SCE&G</u></p> <p>d. Owner Mailing Address <u>3691 Leads Ave</u> <u>N. Charleston, SC 29405</u> <u>Mail Code: S-45</u></p> <p>e. Contact Person for Access <u>Daniel Kassis</u></p> <p>f. Access Person's Phone # <u>843-576-8940</u></p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input checked="" type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>1987</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		

III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

The City plans to sublease the site to Meeting Street Academy, which will construct the new Meeting Street Academy School on the site. The school will provide the community a college preparatory school including a kindergarden through eighth grade classes, a gymnasium, playground, and playing fields with minimal tuition. The surrounding community has been traditionally underserved by the educational system in the past. Meeting Street Academy, a co-applicant under this contract, is a South Carolina eleemosynary corporation.

The City plans to transition from a leasehold arrangement with SCE&G to acquisition of fee simple title within the next five years.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 20
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ N/A

20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other Enhanced educational opportunities benefiting a traditionally underserved population.

b. Please Describe:

Building will be LEED certified or equivalent. Playground and playing fields will provide Green Space on the Property.

21. Anticipated date of closing or acquiring title to the property January / 1 / 2014

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Signature(s)

IV. Project Management And Financial Viability (Co-Entitles, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

SCE&G (Performing under RP Contract). In event of SCANA default, S&ME will take over as City's consultant.

Company

620 Wando Park Blvd.	Mt. Pleasant	SC	29464
Address	City	State	Zip
Chuck Black	PE 17955	843-884-0005	cblack@smeinc.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2 email

24. Legal Counsel (Optional)
 Haynsworth, Sinkler, Boyd, P.A.
 Firm
 Alexander G. Shissias 803-540-7962
 Attorney Phone1 Phone 2
 PO Box 11889 Columbia SC 29211-1889 ashissias@hsblawfirm.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

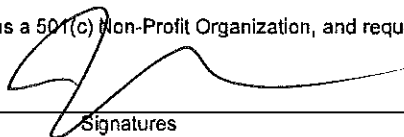
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box if applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

- ☒ New report completed in the past six months by _____
 (Name of Environmental Firm)
- ☒ Older report updated in the past six months by S&ME Inc.
 (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

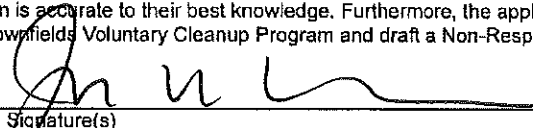
- ☐ The Applicant is not aware of any environmental testing on the property
- ☐ The Applicant believes the Department already has all environmental data in its files on: SCE&G Meeting St. RP file
 (Site Name)
- ☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
June 19, 2009	Soil Assessment	S&ME Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

- ☒ Enclosed with this Application as an Attachment
- ☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		